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10/18/11 9:32:56  
DK T BK 3,354 PG 501  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

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**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

**This Instrument Prepared by:**

Wells Fargo.  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

Reference: 391975431805

Account: XXX-XXX-XXX8967-1998

**SUBORDINATION AGREEMENT**  
**DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 8/31/2011

Owner(s): WILLIAM H HENSON  
STACY R HENSON

Current Lien Amount: \$57,200.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A.

*If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.*

Trustee: JEFFREY WAGNER, MCGLINCHEY STAFFORD PLL

SUBORDINATION ONLY\_MS V1.0  
0000000000285224

Page 1 of 3

David L. L  
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Property Address: 6459 CARSON DR, OLIVE BRANCH, MS 38654

**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

WILLIAM H. HENSON AND STACY R. HENSON, HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Deed Of Trust (With Future Advance Clause) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 26th day of August, 2004, which was filed in Book 2081 at page 380 (or as No. NA) of the Records of the Clerk of the Chancery Court of the County of DE SOTO, State of Mississippi (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to WILLIAM H HENSON and STACY R HENSON (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$219,720.00 the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

*\* BK 3349 P9198 Recorded 10-5-2011*  
The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### **A. Agreement to Subordinate**

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

#### **B. General Terms and Conditions**

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**C. Appointment of Substitute Trustee *If Applicable***

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

**D. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By   
(Signature)

8/31/2011  
Date


Barbara A. Edwards  
(Printed Name)

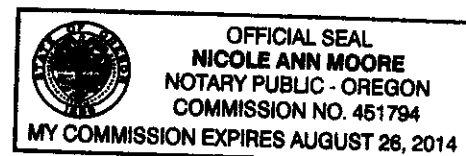
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon,     }  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 31 day of Aug, 2011, by Barbara A. Edwards, as Work Director of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

 (Notary Public)



**Exhibit "A"**  
**Legal Description**

ALL THAT PARCEL OF LAND IN DE SOTO COUNTY, STATE OF MISSISSIPPI,  
DESCRIBED AS FOLLOWS:

LOT 129, SECTION C, PHASE II, WEDGEWOOD FARMS SUBDIVISION, AS SITUATED  
IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY,  
MISSISSIPPI AS PER PLAT RECORDED IN PLAT BOOK 71, PAGE 28, IN THE OFFICE  
OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

BY FEE SIMPLE DEED FROM BRYAN HOMES, INC., A MS CORPORATION AS SET  
FORTH IN DEED BOOK 483, PAGE 528 DATED 08/26/2004 AND RECORDED  
10/05/2004, DE SOTO COUNTY RECORDS, STATE OF MISSISSIPPI.

Tax ID: 1077351800012900